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4.24.13



PROFESSIONAL & TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO
An Organization of Professional, Technical, and Administrative Employees

AMSP AND CAMP PROPOSAL #13, RESPECTIVELY

ARTICLE X ALTERNATE WORK SCHEDULE

32.1 The City and the Union agree that the availability of Alternate Work Schedules is a valuable benefit to employees in that it promotes job satisfaction, and is of benefit to the City in that it reduces traffic congestion and demands on limited parking facilities. The use of alternate schedules is encouraged, where it can be accommodated without impairing departmental operations or public service.

32.2 As an alternative to the normal work schedule, and subject to the concurrence and approval of the respective Department Director or designee, a regular full-time employee may work an alternate work schedule. The following conditions and restrictions apply to all employees working an alternate schedule.

32.2.1 An employee may work a biweekly work schedule which varies from the normal schedule in the number of hours worked per day and in the number of days worked per week, except that no single workday may exceed ten (10) hours, and total scheduled hours may not exceed 80 hours in any biweekly pay period.

Unless otherwise specified in this Memorandum of Agreement, alternate schedules shall not include paid lunch periods. The employee may elect a different schedule for each calendar week within a biweekly period.

Examples of schedules which may be elected include:

- Four 10-hour days each week.
- Four 9-hour days and one 4-hour day each week.
- Eight 9-hour days, one 8-hour day, and one day off each biweekly pay period.

32.2.2 No alternate work schedule may be established in which overtime is incurred as a part of the established work schedule either under this agreement or under Federal or State law.

- 32.2.3 The alternate schedule is designed to accommodate the needs of the employee and the work unit. Once elected and approved, it is intended to continue for an indefinite period. However, should the needs of the employee or work unit dictate, the alternate schedule may be terminated with reasonable notice.
- 32.2.4 It is further understood that any alternate schedule agreement entered into pursuant to the provisions herein, shall terminate immediately upon the date of the transfer, promotion or demotion of the employee.
- 32.2.5 Neither the failure of the Department to enter into an alternate schedule agreement, nor the termination by the Department of any such agreement, shall be subject to the Grievance Procedure provided in Article 12.
- 32.2.6 For a schedule of 4-10 hour days, the three (3) consecutive days off may be waived by mutual agreement.

32.3 Holiday Compensation for Employees on Alternate Work Schedules.

- 32.3.1 If a holiday is observed on an employee's regularly scheduled workday, the employee shall be entitled to pay for the number of hours the employee was scheduled to work that day, up to ten (10) hours.
- 32.3.2 If a holiday is observed on an employee's regularly scheduled day off, the employee shall be credited with eight (8) hours compensatory time off at the 1.0 rate for a full day holiday.
- 32.3.3 If an employee on an alternate schedule works on a holiday, the employee shall receive eight (8) hours of compensatory time at the 1.0 rate for a full day holiday, and in addition shall receive pay or compensatory time off at the 1.5 rate for the number of hours actually worked, at the employee's discretion.
- 32.3.4 Holiday Compensation for Employees in the Water Pollution Control Plant Division of the Environmental Services Dept. on Alternate Work Schedules:
1. If an employee on an 8 hour schedule is scheduled to work a holiday, the employee will receive eight (8) hours holiday pay and will be given either overtime pay for all hours actually worked or compensatory time at the overtime rate for all hours actually worked, at the employee's discretion.
 2. If an employee on a 9 hour schedule is scheduled to work a holiday, the employee will receive eight (8) hours holiday pay and

will be given either overtime pay for all hours actually worked or compensatory time at the overtime rate for all hours actually worked.

3. If an employee on a 10 hour schedule is scheduled to work a holiday, the employee will receive eight (8) hours holiday pay and will be given either overtime pay for all hours actually worked or compensatory time at the overtime rate for all hours actually worked.
4. If an employee on a 12 hour schedule is scheduled to work a holiday, the employee will receive eight (8) hours holiday pay and will be given either overtime pay for all hours actually worked or compensatory time at the overtime rate for all hours actually worked.
5. If an employee is scheduled off on a holiday, regardless of the schedule selected, the employee will receive eight (8) hours holiday pay.
6. If an employee is called in to work on a scheduled day off that falls on a holiday, the employee will receive eight (8) hours holiday pay and will be given either overtime pay for all hours actually worked or compensatory time at the overtime rate for all hours actually worked.

